

## SilverSky Proprietary

### **EXHIBIT E Managed Security Service (SMB)** **SERVICE LEVEL AGREEMENT**

SilverSky is committed to providing a scalable and highly available messaging solution through the following service commitment (“**Service Level Agreement**” or “**SLA**”) to Reseller.

#### **1.0 Dispute Resolution**

Any disputes regarding Availability Credits will be settled by the process outlined in this Section 1.0. If SilverSky cannot confirm the Downtime Minutes, then Reseller and SilverSky agree to refer the matter to executives at each company for resolution. The parties acknowledge that SilverSky uses a proprietary system to measure whether the Services are Available. Reseller agrees that this system will be the sole basis for resolution of any dispute that may arise between the parties regarding this Service Level Agreement.

#### **2.0 Remedy and Procedure.**

Reseller’s remedy and the procedure for obtaining remedy in the event that SilverSky fails to meet the Service level metrics set forth above are as follows:

Reseller must notify SilverSky in writing at support@baesystems.com of both the date the Downtime Minutes occurred and an estimate of the amount of actual Downtime Minutes within ten (10) business days of the Downtime Minutes (the “Claim Notice”). SilverSky will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If SilverSky cannot confirm the Downtime Minutes, then Reseller and SilverSky agree to refer the matter to executives at each company for resolution. If SilverSky confirms that its Service level is out of compliance with this Service Level Agreement, Reseller will receive the amount of Service Level Credits set forth below for the affected Service level metric and the affected Seats for the affected month, that will be reflected in the SilverSky invoice in the month following the confirmation of the Downtime Minutes.

Except as expressly set forth in this Service Level Agreement, any remedy Reseller may receive pursuant to this section does not relieve Reseller, or allow a set-off, of any other payment obligations to SilverSky.

#### **3.0 Exclusivity of Remedies**

Reseller agrees that its sole remedy for SilverSky’s failure to meet an SLA target percentage is the credits Reseller is entitled to as provided in this Service Level Agreement.

#### **4.0 Maintenance Windows**

##### **4.1 Standard SilverSky Scheduled Maintenance Windows for Messaging Services**

Maintenance will be performed in each data center for up to four hours per month. Maintenance windows will not occur in more than one data center simultaneously. SilverSky reserves the right to schedule non-standard maintenance (Planned Outages) by providing 48 hours prior written notice whenever possible.

**4.2 Emergency Maintenance:** SilverSky also reserves the right to make any of the (a) Hosted Exchange Services; (b) Hosted SharePoint Services; c) Hosted Lync Services or (d) Hosted archive Services, unavailable to Reseller and/or End Users, in the event SilverSky, acting in a manner consistent with the standards of experienced IT professionals, determines it is necessary to make the Services unavailable to Reseller and/or any end user(s) as a result of events beyond SilverSky’s reasonable control such as emergency fixes or patches, security threats, viruses or vulnerabilities. Emergency Maintenance windows are not Service incidents subject to SLA credits.

## SilverSky Proprietary

### **5.0 Credits**

SLA service credits are calculated as a percentage of the amount of the Monthly Recurring Charges (“MRC”) from SilverSky to Reseller for the specific Services directly related to those end user(s) affected by the failure to meet the specific SLA metrics for the specific Service during a calendar month.

**6.0 Service-Specific SLAs.** Detailed SLAs specific to SilverSky Services are provided below. For clarity, the terms “you” and “your” in the Service-specific SLAs below refer to your customer and your customer’s end users.

**SERVICE LEVEL AGREEMENT FOR MANAGED SECURITY SERVICES (SMB)**

The following terms and conditions apply to the service levels of Services provided pursuant to this Attachment. In the event we fail to meet the levels defined in Service Level Agreement for a minimum of two (2) consecutive months, you must notify us in writing of any violations and allow us thirty (30) days from notification to cure the breach. If still unresolved, you may immediately terminate the Service giving rise to such breach without additional notification or incurring early termination fees within thirty (30) days of our failure to cure.

**1. SERVICE HOURS OF OPERATION.** We maintain Security Operations, Network Operations, and Technical Support departments on a 24 x 7 x 365 basis. You may reach an individual in each of these departments by calling the appropriate support service.

**2. RESPONSE TIME.** We commit to certain incident response times. These commitments are subject to your providing us accurate and current contact information for your designated points of contact. Our failure to respond in accordance with the parameters defined herein will entitle you to receive, as your sole remedy and our sole obligation, credits described below, *provided however*, that you may obtain no more than one credit per day, regardless of how often in that day we failed to meet these parameters.

**2.1. Security and Network Operations Events.** We classify all events as high, medium, or low level. We will identify or begin analysis of high level events within fifteen (15) minutes, medium level events within one (1) hour, and low level events within twenty-four (24) hours of occurrence. Failure to respond in accordance with these guidelines will entitle you to a one-day Tier 1 credit for high level events or one-day Tier 2 credit for medium and low level events.

**2.2. Change Requests.** We will make commercially reasonable efforts to begin implementation of changes you request to your service or equipment within twenty-four (24) hours of receipt of the appropriate change control form, requested changes will normally be implemented during Customer's non-business hours. Failure to respond in accordance with these guidelines will entitle you to a one-day Tier 2 credit.

**3. SERVICE AVAILABILITY GUARANTEE.** Our commitment is to have the Services available 99.5% of the time and as set forth below. At your request, we will calculate the number of minutes the Service(s) were not available to you in a calendar month ("**Service Unavailability**"). Service Unavailability will not include unavailability continuing for an hour or less or any unavailability that you fail to report to us within five (5) days. Failure to meet the service level described in this Section will entitle you to receive a Tier 1 credit.

**4. MAINTENANCE.** We reserve the following weekly maintenance windows during which you may experience periodic service outages:

- (i) Tuesday and Thursday (12 AM – 2 AM ET)
- (ii) Saturday (12 AM – 5 AM ET)

In the event we must perform maintenance during a time other than the service windows provided above, we will provide notification prior to performing the maintenance.

**5. CREDIT REQUEST AND PAYMENT PROCEDURES.** For failures to meet service levels herein in a calendar month, you will be entitled to receive a credit as specified below:

(i) **Tier 1.** Equal to twice the prorated portion of the monthly fee for the affected service;  
or

(ii) **Tier 2.** Equal to the prorated portion of the monthly fee for the affected service;

*provided however* that a breach of this SLA due to Exceptions described below will not qualify for such credits.

To receive a credit under this SLA, you must be current with your payments at the time Service Unavailability occurred. In addition, all credit requests must be submitted in writing, either through our ticketing system, via email or fax, or by certified U.S. mail, postage prepaid. You

## SilverSky Proprietary

must submit each request for credit within seven (7) days of the occurrence giving rise to the credit claim. The total credit amount we will pay to you in any calendar month will not exceed, in the aggregate, half of the total fees invoiced to you for the Services for which a claim is made in the applicable month. (Credits are exclusive of any applicable taxes charged to you or collected by us.)

**6. EXCEPTIONS.** You will not receive any credits under this SLA in connection with any failure or deficiency of the Services or a failure to meet service level caused by or associated with any of the following:

- i. Maintenance, as defined above;
- ii. Fiber cuts or other such issues related to telephone company circuits or local ISP outside of our control;
- iii. Your applications, equipment, or facilities;
- iv. You or any of your end-user' acts or omissions;
- v. Reasons of Force Majeure as defined in the MSA;
- vi. Any act or omission on the part of any third party, not reasonably within our control;
- vii. First month of service for the specific Services for which a credit is claimed;
- viii. DNS issues outside our direct control;
- ix. Broadband connectivity.